

REQUEST FOR PROPOSAL (RFP)

FOR

“PRINTING & PERSONALISATION OF WELCOME KIT”

Invitation for Request for Proposal:

Bank of Baroda invites sealed Request for Proposal (RFP) (Technical and Commercial offer separately) from the shortlisted agencies for “Printing & Personalization of Welcome Kit”.

Important Dates:

Sr. No.	Particulars	Date and Time
1	RFP issuance date	07-05-2022
2	Last date of submission of any query /reporting any error	23-05-2022 till 5.00 P.M
3	Pre-bid meeting date	27-05-2022
4	Last date of submission of BIDs	14-06-2022 till 5.00 P.M
5	Date of opening of Eligibility cum Technical bid	15-06-2022
6	Announcement of qualifiers and opening of commercial bid	Bank will advise the technically qualified bidders indicating the date, time, and place for the opening of the Commercial bids separately.

Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check the website www.bankofbaroda.com addendum changes on for any changes/addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- to any of the events event.

Clarification of terms/abbreviations:

Important Clarifications:

1. Bank means ‘Bank of Baroda’
2. Vendor means the selected bidder of the RFP document.
3. RFP or Tender means the Request for Proposal document.
4. Recipient or Respondent or Bidder means to whom the RFP document is **Proposed** by the Bank.
5. Proposal, Bid, Offer means response to RFP document submitted by Recipient to the Bank’

Following terms/abbreviations are used in the document interchangeably and they mean:

Abbreviation	Expansion
EMD	Earnest Money Deposit
SLA	Service Level Agreement
TCO	Total Cost of Ownership
GST	Goods and services Tax
ILM	Integrated Logistic Management

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1: Introduction and Disclaimer

Introduction

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select vendor/s for Printing & Personalization of Welcome Kit.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the solution. The provision of the solution is subject to observance of selection process and appropriate documentation being agreed between Bank and the successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.1. Information Provided

The RFP document contains statements derived from information believed to be reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the solutions. Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, expressed or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.2. Recipients

The RFP document is intended for the information of the party (ies) to whom it is issued (“**the Recipient**” or “**the Respondent**”) and no other person or organization.

1.3. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without Bank’s expressed written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

1.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.

The Bank and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

1.5. Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

1.6. No Legal Relationship

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of a contract.

1.7. Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.8. Evaluation of Offers

Indicative evaluation process has been specified in Section 3 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the Vendor.

1.9. Contractual commitment

Should the Recipient be awarded the contract, the contents of its Response to RFP, including any material submitted in the Response to RFP, will be incorporated by reference or integrated as obligations in the formal Service contract and / or Service Level Agreement (SLA), to be drafted by Bank.

1.10. Code of Conduct

It is the objective of Bank of Baroda to obtain the best services possible by giving fair and impartial consideration to all recipients invited to accept RFP for submitting Response to RFP. Every potential Recipient will be considered on fair and equal basis.

1.11. Errors and Omissions

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address provided in Section 2.2 – Requests for Information.

1.12. Acceptance of Terms

Recipient shall, by responding to the Bank with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

1.13. Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other standards acceptable to bank including NPCI, RBI or any other regulatory authorities.

Section 2: Lodgment of RFP

The response to RFP shall necessarily contain the following **two separate envelopes**:

1. **First envelope “A- Eligibility cum Technical Proposal”**,
2. **Second envelope “B- Commercial Proposal”**

Each proposal –Eligibility cum Technical Proposal and Commercial Proposal - shall be submitted in separate sealed envelopes super-scribing **“Eligibility cum Technical proposal for Printing & Personalization of Welcome Kit for Bank of Baroda”**, and **“Commercial proposal for Printing, Personalization of Welcome Kit for Bank of Baroda”** on top of the envelopes respectively. These separate sealed envelopes should be put together in a sealed master envelope super-scribing **“Proposal for Printing, Personalization of Welcome Kit for Bank of Baroda”**.

All copies of RFP documents and attachments (except product/component brochures) must be signed and stamped by the bidder. All pages of the documents must be numbered in “page no. / Total no. of pages” format.

All the envelopes (inside the master envelope) should have the following information on the front side:

1. Name of the bidder :
2. Type of offer : Eligibility cum Technical / Commercial
3. Date of submission:
4. Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.

All the aforesaid documents are to be submitted at once at the time of submission.

The respondent will submit the response only in the manner detailed herein. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

The document should be addressed and submitted to the office of:

The General Manager
Stationery & Security Forms Cell
Operations & Services Dept.
Head Office.
Bank of Baroda
7th Floor, Baroda Bhavan
Alkapuri, RC Dutt Road,
Vadodara – 390007, Gujarat.

Please note that in the following cases Bank in its absolute discretion may reject the Bids:

1. Submission of Bid after the time stipulated in this RFP Document (unless it is extended further by addendum).
2. Misleading/incomplete information or documentation
3. Bid submission without bidders name
4. Price information provided anywhere other than ‘Commercial Bid’
5. Improper Draft/Banker’s Cheque/Bank Guarantee for Bid Fee or Bid Security
6. Any conditional offer or assumption with or without information to the Bank
7. Envelopes are not in order as requested in this document
8. Bidder is not meeting technical or functional criterion specified in this RFP

9. Submitted bid through Fax or email
10. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified
11. Bidder not able to demonstrate the Product/ Technology/ Functionality/ Facility requested in RFP and proposed by bidder at the time of visit by Bank's evaluation team.

2.1. Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

2.1.1. Late RFP Submission Policy

On-time submission of responses is strongly encouraged and recommended. Tender submissions after the deadline shall be documented by the Bank and may be considered and evaluated/ rejected at the absolute discretion of the Bank (In case bank issues addendum in respect of acceptance of RFP on a later date by extension of set time-line). However, the Bank has no obligation to accept or act on any reason for late response.

The Bank has no liability to any respondent who lodges a late tender submission for any reason whatsoever.

2.2. Requests for Information / Clarification

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

**The General Manager,
Stationery & Security Forms Cell,
Operations & Services,
Head Office.
Bank of Baroda
7th Floor, Baroda Bhavan
Alkapuri, RC Dutt Road,
Vadodara – 390007, Gujarat.**

Bidder should use the following format for their above-said communication -

Name of the Respondent/Bidder/Any authorized person having valid document such as POA/Board Resolution etc.:

Date:

Contact Person from Respondent/Bidder in case of need.

Name:

Designation:

Mail ID:

Tel / Mobile No:

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query
1				
2				

All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact of bidder in the above format in MS-EXCEL-2003/2007 work book format. The queries to be e-mailed to: stationery.ho@bankofbaroda.com with the format enclosed as attachment.

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided must be taken to form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

2.3. Notification

Bank shall notify respondents in writing (as soon as practicable) if the respondent's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. The final outcome of RFP shall be communicated after opening and necessary processing of commercial bids of short-listed bidders. No separate communication will be issued by the Bank to rejected RFPs.

2.4 Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank –

1. Bids submitted by holding company and its subsidiary.
2. Bids submitted by one or more companies having common director/s.
3. Bids submitted by one or more partnership firms/LLPs having common partner.
4. Bids submitted by one or more companies in the same group of promoters/management.
5. Any other bid in the sole discretion of the bank is in the nature of multiple bids.

Section 3: Evaluation process

Responses from Respondent will be evaluated on THREE stages, sequentially, as below

Stage A. Evaluation of Eligibility will be done as Annexure A, B, I, J, G

Stage B. Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit, will be done as detailed under Annexure C, E,F & H in this document

Stage C. Commercial Evaluation will be done as detailed under Annexure D in this document.

The three stage evaluation shall be done sequentially on knock-out basis. This implies that those respondents qualifying in Stage A will only be considered for Stage B and those who qualify in Stage B will only be considered for Stage C.

Please note that the criteria mentioned in this section are only indicative/suggestive and the Bank, at its discretion, may alter these criteria without assigning any reason. Bank also reserves the right to reject any / all proposal(s) without providing any specific reason.

All deliberations and evaluations performed by the Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

Eligibility Evaluation:

Stage A - Evaluation of Eligibility:

Eligibility proposal must contain:

1. Covering letter on the prescribed format as per **Annexure-A**.
2. Eligibility proposal in the prescribed format / template as per **Annexure B**.
3. Supporting documents / certificates as mentioned in **Annexure B** of this RFP document
4. Bid security / EMD in the form of FDR/DD/ Bankers' Cheque in favor of Bank of Baroda payable at Vadodara/ Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial Bank in India (other than Bank Of Baroda) in the format enclosed (**Annexure I**) and valid for -6- months from the last date of submission of commercial Bid.
5. Bid price in the form of a demand draft/pay order/Bankers' Cheque issued by a scheduled commercial bank favoring Bank of Baroda, payable at Vadodara, in case the RFP document is not purchased from the Bank but downloaded from the website, then the Demand Draft / Pay order/ banker's cheque shall have to be handed over separately . In case of non-payment of this fee, the offer shall not be opened/ considered.
6. Bidders responding to this RFP need to sign the Integrity Pact (IP) as per **Annexure J** which will be also signed by Banks representative.
7. Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. This should initially provide an overview of bidder's organization and position with regards to Bank requirement for supply of Welcome Kit for bank's branches/Customers. A brief description of the unique qualifications of the Bidder should be provided followed by a summary on capabilities such as resources and past experience of providing such solution. Information provided in the Executive Summary is to be presented in a clear and concise manner.
8. Bank-wise number of "Welcome Kit" supplied by the vendor.

On completion of these requirements, technical compatibility is assessed for requisite technology and customer convenience as per bank's requirements.

Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible.

Bank will evaluate the respondents on each eligibility criterion severally and satisfy itself beyond doubt on the Respondent's ability / position to meet the criteria. Those respondents who qualify on **ALL** the criteria will only be considered as "Qualified under Stage A" of evaluation and will be considered for evaluation under Stage B.

Those respondents who do not qualify at this Stage A will not be considered for any further processing.

Bank, therefore, requests that only those Respondents who are sure of meeting all the eligibility criteria only need to respond to this RFP process.

Technical Evaluation:

The Technical Proposal should be completed in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in prescribed format/s duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of technical details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.

The proposal should comprise of following:

- Confirmation of Technical Specifications (**Annexure-C**)
- Reference Bank details (**Annexure – H**) and Compliance certificate (**Annexure – F**)
- Information / documents required from bidder for "Function and Technical Evaluation" (**Annexure– E**)
- Presentation of solution confirming compliance of scope of work.
- Submission of Sample Welcome Kit as per the specification and design provided by the Bank. Interested bidder can collect the design from the Bank during the pre-bid meeting.

Signed hard copy will be provided to the Bank.

Technical assessment shall broadly cover the following:

- Evaluation of paper based response/documents submitted to support the claim of bidder in regard of Technical and Functional Requirement.
- Bidders profile/experience in the related field to fulfil the Bank's requirements. Security measures taken/proposed by the bidder.
- Acceptance of laid down terms and conditions
- Factory visits and demonstration to prove fulfilment of requirements, features of the machine/ technical capabilities/ support infrastructure etc. as given in this RFP to the Bank's evaluation team.
- Sample kit prepared by the bidder as per "Welcome Kit" specification provided in the RFP.

- References provided/gathered by the bank about the services rendered by the company.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents shall be notified separately, if such normalization exercise as part of the assessment is resorted to.

Please note that the criteria mentioned in this section are only indicative and Bank at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s) without providing any specific reasons.

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

Bank will evaluate the respondents on each criterion severally and satisfy itself beyond doubt on the Respondent's ability / position to meet the criteria. Those respondents who qualify on **ALL** the criteria will only be considered as qualified and will be considered for further evaluation.

The, commercial bids shall be opened only for those bidders who secure a minimum of 70% score in the technical assessment.

In case only one participant bidder gets 70% or more score, then the next highest scoring bidder may also be selected for commercial evaluation at the sole discretion of the Bank. In case none of the participant bidders scores 70% score or more, the commercial bid of **top 3 bidders** on the basis of technical assessment may be opened at the sole discretion of the Bank. Minimum acceptable score under these circumstances will be 50%

Commercial Evaluation:

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – D.**

1. The best and firm price should only be quoted (as per the format enclosed)
2. The bidder must quote in Indian Rupees ('INR') only. Bids in currencies other than INR would not be considered and bid will be rejected forthwith.
3. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.
4. For supply of printed Welcome Kit the prices quoted by the bidder shall be exclusive of GST & applicable taxes.
5. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange

Refusal/failure to commit supply of Welcome Kit as per terms of RFP shall result in disqualification of the vendor from this process as well as future procurements of Bank and also forfeiture of EMD.

TCO (Total Cost of ownership) shall be calculated on the basis of all the cash outflows as proposed by the bidder in Annexure D.

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. The 'No quote' item can be taken as the highest price quoted among the participating

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bidders for the purpose of arriving at the total cost of ownership but the items may be asked to be supplied free of cost. Also quoted amount only shall be considered for the purpose of evaluation and supply rate as well.

The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

Awarding of Contract :-

Lowest TCO rate after opening of financial bids will be considered for awarding of the contract. Bank may split contract at its discretion.

- Between L-1, L-2 in the ratio 60:40 in case L-2 matching the rate of L1
- In case L-2 refuse to match L-1 rate option will be given to L-3 to match the L1 rate and if L-3 match the L-1 rate, then the order will be split in the ratio 60:40 between L1 & L3.
- In case L-2 & L-3 both vendors matching the rate of L-1, then the order may be split in a ratio 50:30:20,
- If no bidder matches the L1 rate then 100% work will be awarded to L1 bidder

3.1. Erasures or Alterations:

Technical details must be completely filled up. All the corrections or alterations, if any, should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer shall be rejected.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the bank. Offers not adhering to these guidelines may not be acceptable to the bank.

3.2. Offer Validity Period

The offer shall remain valid for a period of at least 180 days from the last date for submission of tender document to the Bank.

The bidder may modify or withdraw its offer after submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

3.3. Bid Security, Cost of RFP, Performance Bank Guarantee

3.3.1. Bid Security/Earnest Money Deposit (EMD)

Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of **Rs.80,00,000/= (Rupees Eighty Lacs Only)**, in the form of FDR/DD/ Bankers' Cheque in favour of Bank of Baroda payable at Vadodara or Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda) in the format enclosed and valid for-6-months from the last date of submission of the Commercial bid. Bank Guarantee should be as per the format mentioned in **Annexure-I**

MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP/EMD also provisions related to Start up will also be applicable. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit.

However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of FDR/Pay order or Demand Draft as per the RFP document shall be submitted.

Any Bid not accompanied with Tender document fees & EMD amount, as above excluding exemption mentioned above will be rejected by the Bank as on non-responsive.

The successful bidder's bid security shall be discharged upon the bidders signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible after the declaration of the successful bidder. No interest shall be payable on bid security amount.

The bid security may be forfeited:

1. If a bidder withdraws its bid during the period of bid validity
or
2. In case of a successful bidder, if the bidder fails:
 - a) To sign the agreement within the stipulated time; or
 - b) To furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months.

Bid Security/EMD of un-successful bidder/s shall be returned on completion of RFP process whereas EMD of successful bidder/s will be returned on submission of the Performance Bank Guarantee.

3.3.2. Cost of RFP

A complete set of bidding documents may be purchased by any of eligible bidders from our office (address given in section 2) on payment of a non-refundable fee of **Rs.25,000/- (Rupees Twenty Five Thousand Only)**, in the form of a Demand Draft / Banker's Cheque in favor of Bank of Baroda payable at Vadodara. The RFP is available on Bank's website, www.bankofbaroda.com and can be downloaded. In case the bid document is downloaded from the website, the price of bid document shall have to be handed over separately in the form of a non-refundable Demand Draft / Banker's Cheque for Rs. 25,000/- in favour of Bank of Baroda payable at Vadodara at the time of submission of the bid as part of the eligibility bid.

3.3.3 Performance Bank Guarantee

Successful vendor also has to furnish a Performance Bank Guarantee of 3% of the total contract value (which will be arrived after opening of financial bid) issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 12 months thereafter.

In case of extension of contract, the successful vendor has to extend the Bank guarantee for the extended period plus six month as per stipulation in the Service Level Agreement.

In case vendor fails to perform the contract, Bank shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages and the event of failure to perform the contract before supplying full or any part of the contracted number of Welcome Kit the bank may award the contract for the unsupplied number of Welcome Kits to any one of the remaining suppliers in a ratio to be decided by the Bank in its absolute discretion.

3.4. General Terms and Conditions

3.4.1. Adherence to Terms and Conditions

Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

3.4.2. Execution of Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA)

The successful Vendor shall execute –

(a) Master Service Agreement, which include overall terms of engagement (b) Service Level Agreement, which would include product level services, terms and conditions of the services to be extended and any other conditions as may be prescribed by the Bank. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirement on an ongoing basis; and (c) Non-disclosure Agreement. The Vendor shall execute the MSA, SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the Vendor. Vendor are required to submit the Power of Attorney/Board Resolution authorizing the person to execute the document on behalf of the company.

3.4.3. Other terms and conditions:

Bank of Baroda reserves the right to:

1. Reject any and all responses received in response to the RFP without assigning of reason whatsoever
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
3. Extend the time for submission of all proposals
4. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
5. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
7. Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the RFP for inviting the bids or evaluation.
9. Modify the requirement or any specifications related to eligibility or technicalities.

3.4.4 Substitution of Project Team Members

The bid should contain resource planning proposed to be deployed for the project which includes, interalia, the number of personnel, skill profile of each personnel, duration etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Vendor can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Vendor during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Vendor to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

3.4.5 Professionalism

The Vendor should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

3.4.6. Adherence to Standards

The Vendor should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities

Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Vendor selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

3.4.7. Expenses

It may be noted that Bank shall not pay any amount/expenses / charges / fees / training / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the services fees as per finally negotiated price.

3.4.8. Penalty & Liquidity Damage (LD):

If the vendor fails to handover / deliver the Welcome Kits within the timeline mentioned below from the date of receipt of data file, then Vendor shall be liable for penalty of 2% of Welcome Kit cost per kit per day, **subject to maximum of 10% of the monthly order value** or part thereof payable by the bank However this penalty will not be applicable if the delay is with the prior written approval of the Bank

Welcome Type	Kit	Time limit for handover of the Welcome Kit to Bank's authorized courier agency (Subsequent orders)
Non-Personalised		10 Working day (Max)
Personalised		2 working days (Max)

The vendor shall be liable for penalty to the extent of double of Welcome Kit cost in case of supply of defective Welcome Kit, Wrong Welcome Kit or providing wrong data to Bank for backend uploading. In such cases no payment will be made for these defective "Welcome Kits".

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract the Bank reserves the right to recover an amount equal to 10% of the Contract value as Penalty for non-performance.

Bank may recover such amount of penalty from any payment being released to the vendor / performance guarantee.

Both penalty and liquidated damages are independent of each other and are applicable separately and concurrently.

Penalty is not applicable for reasons attributable to the Bank and/or Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and/or Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

3.4.9. Indemnity

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

The Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- Notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and Co-operates with the Vendor in the defense and settlement of the claims.

However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3)

RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

In the event of the vendor not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

3.4.10. Dispute Resolution

Bank of Baroda and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, in any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred to the Courts having Vadodara Jurisdiction.

3.4.11. Force Majeure

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/ Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

3.4.12 Termination for Default

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- If the Bank got more than 10 complaint in a month about the supply of substandard welcome kit, delay in supply of Welcome Kit or any other issues related to Welcome Kit.
- If deductions on account of penalty exceeds more than 5% of the total contract price.

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In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination; Upon the termination or expiry of this Tender and subsequent Agreement:
- The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

3.4.13 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Vendors shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Vendors, premature termination of the contract, and / or legal action against the Vendors for breach of trust.

Selected Vendor shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The Vendor (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection

therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The Vendor, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract award. In case of breach, the Bank shall take such legal action as it may be advised. The Vendor has to maintain confidentiality even after completion/ termination of the contract.

3.4.14 Limitation of Liability

- The Vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
- Vendor's liability in case of claims against the bank resulting from Wilful Misconduct or Gross Negligence of the Vendor , its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor as part of this Agreement.

In no event shall any Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise.

3.4.15 Governing Law

The bid and the subsequent Contract with the selected bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Vadodara.

3.4.16 Limitation on promotion

The Vendor shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

3.4.17 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

3.4.18 Assignment

Neither the contract nor any rights granted under the contract Shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

3.4.19 Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Vendor. The Vendor should allow the Reserve Bank of India (RBI) / any other statutory body or persons authorized by them to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI / statutory body.

Vendor should allow the Reserve Bank of India (RBI) / any other statutory body to conduct audits or inspection of its Books and account with regard to Bank documents by one or more RBI officials or employees or other persons duly authorized by RBI.

The bank may decide, on its discretion to additionally conduct these audits or any other itself or through a third party.

3.4.20. Publicity:

Respondents, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner.

3.4.21. Non Payment of Professional Fees:

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

Section 4: Background, Eligibility Criteria, Scope of Work, Awarding of Contract

4.1. Background

Bank of Baroda is one of the largest Public Sector Banks in India and has international operations in 25 other countries. In India, the Bank consists of a branch network of 8000+ branches. Bank of Baroda has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery. Bank has decided to automate regular banking operations in order to provide better experience to the customers. As part of this plan, Bank is looking forward for vendor who can do printing, personalization & supply of welcome kit. Selected bidder is expected to make all efforts and commit all resources to make this project meet its objective.

4.2. Compliance of Eligibility Criteria

As per Annexure "B"

Note:

Bidder must comply with all the eligibility criteria. **Non-compliance of any of the criteria will entail rejection of the offer summarily.** Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

4.3. Scope of work

- Vendor is required to Print, Personalize and supply the personalize / non-personalize Welcome Kit containing following items as per the details provided by Bank –
 - One personalized / non personalized EMV/Dual Interface Chip Debit Card
 - One personalized / non personalized CTS Cheque book of 10 leaves with cheque requisition slip and other slips.
 - Acknowledgement Letter
 - Instruction sheets to generate Green PIN for debit card, registration process for net banking and mobile banking.
 - Other product leaflets/ guidelines, BCBSI code and Terms & Condition booklet
 - Envelop with the unique reference number/ account number
 - Any other promotional material
- Bank will use the rates provided by the successful bidder in response of RFP to place order of Welcome Kit for the period of 3 years from the date of agreement. Bank would also have an option to extend this rate contract for a further period of 1 year on the same rate and terms & conditions.
- Vendor should have capability of personalization, printing and supply of Debit card and should be a VISA, Rupay, Mastercard, Dual Interface(DI) and NPCI certified EMV card processing bureau and capable of providing personalized / non personalized EMV/Chip Debit Card as per the scope of work mentioned in RFP and added value to the process.
- Vendor should have capability of printing of both personalized CTS cheque book and Debit card.

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- The requirement of Welcome Kit may increase / decrease based on the demand from the branches, Bank's business requirement and the vendor's performance.
- Vendor is required to monitor the quantity and quality of kits.
- The quality of welcome kit items will be determined based on the design, paper quality, quality of printing, gumming/ pasting, durability, overall look and feel etc.
- Vendor may be required to provide different type of Welcome Kit to different customer segments / branches of the Bank, which will contain all / some of the items mentioned above or some additional items which are not mentioned above. Like for some branches some specific marketing material will not be part of the kit and some customers design / content of the kit will be different. Vendor will not charge any amount for any change in the design / content. The rate of each Welcome Kit will be the total of the items used on that Welcome Kit.
- Vendor should be capable of dispatching Welcome Kit. Bank will use the services of empanelled courier services/India Post and vendor is required to coordinate with the courier / postal agency in handing over consignment to them and procedure with regards to update it in the Delivery Management Solution provided by empanelled courier services to Bank's branches / offices.
- The personalized cards have to be stuck to the respective personalized welcome letter and stuffed into the Welcome Kit. Then cheque book and other marketing inserts to be stuffed in Kit. The kits have to be handed over in lots to the Courier of vendor / bank empanelled courier service for the purpose.
- Bank will share the requirement of the kits for different branches / segments to selected vendor from time to time and vendor is required to supply the kits within the TAT.
- In case Bank requires, vendor will have to arrange for printing the welcome kit stationery in Hindi and/ or other Regional Language along with English.
- Bidder should have IT enabled infrastructure to generate Airway Bill Number and courier name through third party (Bank's empanelled logistic partners) API integration.

"In order to manage the logistics of welcome kit dispatches, the Selected vendors of welcome kits will have to integrate with bank's empanelled Integrated Logistic Management service provider (3rd party) through API for the generation of AWB and courier name, this will require small development by the vendor so that they can consume the API and return the data to ILM Service Provider for booking of consignment.

4.4 Terms of execution of work

- 1) Delivery should be made in lots as per delivery instructions issued by the bank from time to time.
- 2) For welcome kits, the vendor shall ensure that 1 month requirement of each variant (welcome kit) are always stocked at the card personalizing center. It shall be the sole responsibility of the vendor to ascertain from the bank from time to time the stationery requirements well in advance.
- 3) The quantities mentioned in this tender are indicative and Bank reserves the right to alter the quantities for Welcome Kit or its components based on requirements.
- 4) Delivery of the cards and welcome kits will be deemed as complete only when the same are accepted by the Bank in accordance with the Terms & Conditions mentioned in this tender.
- 5) The vendor should complete the Printing of Personalized / Non-personalized Welcome Kit and deliver it within the timeline mentioned below –

Welcome Kit Type	Time limit for handover of the Welcome Kit to Bank's authorized courier agency (Subsequent orders)
Non-Personalised	10 day
Personalised	2 working days

- 6) Before printing of the welcome kit stationery, the vendor is required to get the approval from the bank. There shall not be any separate charges payable by the bank to the vendor for the approval of the proof.

4.5. Stocking of Welcome Kit stationery

The service provider should arrange for safe and secure storage of 1 month welcome kit requirement of each variant at any point of time. All costs associated with storage shall be borne by the service provider. The service provider should provide daily MIS to the Bank through email regarding the welcome Kit inventory with details of receipt, usage and balance outstanding.

4.6 Stocking of Card Plastics

If bank opt for the supply of Debit card from the vendor then the vendor should stock the printed welcome kits and procured card plastics following the VISA specifications for VISA debit cards, MasterCard specification for MasterCard, and RuPay specifications for RuPay debit cards. In this regard, the vendor is required to maintain complete record of dispatch and the stock of cards and welcome kits. The stock shall be subject to periodic audit by the bank or its representatives and RBI or its representatives and the vendor should make necessary arrangements for the same. The service Provider has to ensure that the service Provider has to ensure that 1 month stock of cards and Welcome Kits of each variant are available at any point of time and should avoid any stoppage in production for want of card plastic and/or welcome kits. The service provider has to arrive at reorder level for procuring the plastics and welcome Kits based on Bank's forecasts, actual consumption, lead time for procurement and initiate the measures for procuring new lot of plastics and welcome Kits sufficiently in advance.

The vendor is required to submit detailed report on cards and kits dispatched, stock in hand etc. as per format provided by the Bank on daily basis and summary report as per format provided by the bank.

In case Bank place an additional order for procurement of card plastic, then the same has to be procured within 4 weeks from date of approval of card design artwork from respective card scheme. Failing to do so shall attract penalty.

4.7 Personalization and Administration of the Cards / Cheque books

The encrypted card production file for the cards and cheque books to be produced will be sent from Bank's center containing the details for card, cheque personalization. The bidder must have a full-fledged setup to receive the encrypted data through a secured FTP channel or any other mode to be decided by the Bank from time to time.

The vendor has to personalize the cards, cheque book and welcome letter, stuff the card and the respective welcome letter in the welcome kit, and other marketing inserts and hand over to the courier agency identified by the Bank.

After personalization of cards, the bidder must have a mechanism in place to ensure that the embossed files are deleted immediately. **These activities associated with Personalization and Administration of cards have to be done in-house and cannot be sub contracted.**

5.0 Payment Terms

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order. Income Tax (TDS) & Work Contract Tax (WCT) etc. will be deducted at source as per the prevailing Tax Rules. 100% of the value of the undisputed Welcome Kit invoice shall be paid within one month from date of receipt of invoice along with original delivery proof duly signed by bank's authorized courier agency / bank's official.
- b) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the vendor.
- c) If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- d) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The vendor cannot claim for the non-conformance/rejected/non specification Welcome Kit supply to the Bank. No indemnity/assurance on payment will be given and vendor may stand to forfeit PBG according to gravity of the situation.

6. VISA, MasterCard and RuPay Certificate / Manufacturer's Authorization form

Vendor must submit valid certificates issued by Visa, Rupay MasterCard and NPCI that they are empanelled by VISA, Rupay, MasterCard and NPCI to manufacture/supply and personalize the cards as per VISA, Rupay, MasterCard and NPCI guidelines. Vendor is required to comply the guidelines issued by VISA / Rupay, MasterCard and NPCI in respect of manufacturing, personalize and supply of debit cards.

The Vendor should have their card personalization bureau and Senior Management personnel based in India to take care of the requirements and decisions related to the activities under this RFP.

7. Quality

The vendor shall guarantee that all materials shall be of superior quality and standard as per the specification given by the bank and the same shall be suitable for the purpose for which they are intended.

The vendor shall guarantee that the material shall be in strict compliance with the specifications mentioned and the requirements agreed upon and the acceptance will be subject to inspection and test when received.

The bank reserves the right to reject and return at the risk and expense of the vendor, any deliveries that may be defective or do not confirm to the specifications/forward samples approved by the bank and VISA/ MasterCard/RuPay. The bank's decision will be final regarding quality and acceptability of the goods.

The quality of card personalization and cheque book personalization will be judged based on the look and durability of the items printed on the card.

The following are the key criteria for judging the quality of welcome kits:

- Quality of paper used
- Thickness of the paper
- Gumming at the edges of envelope, Durability/ Overall look & feel

8. Review, Termination & Service Requirements

The performance of the supplier will be reviewed every 3 months on delivery and quality parameters. Bank reserves the right to terminate the contract with immediate effect for poor quality performance. Non-compliance of any of the prescribed conditions would entitle the Bank to cancel the order anytime.

In the event of premature termination, with regard to card plastics already procured, the quality of which is as per Bank's requirement, Bank at its sole option may transfer the same to another card personalizing vendor through Bank's courier agency and the selected vendor shall facilitate the same at no additional cost to the Bank. However, courier charges associated with such transfer will be paid by the Bank

9. Future modifications/ enhancements

In case the Bank joins any other payment network / Bank and/ or begins issuance of cards for any other subsidiary/ associate in future, the selected bidder should accommodate the same without any additional cost to the Bank. In the event of any modifications/ changes in the process of personalization/ administration or changes in the specifications for any of the deliverables, etc., selected bidders will have to accommodate the same at no additional cost to the Bank.

10. Location of the bureau

In case the selected bidder has more than one bureau at different locations, the selected bidder will have to personalize the cards only from the bureau of Bank's choice. The criterion for choice of the location by the Bank includes but not limited to customer base in the region, convenience, cost of dispatch etc.

11. Insurance Coverage

Selected bidder/s need/s to insure any damage/loss to bank's assets (cards plastic) stored at their premises

Annexure and Appendices

Annexure – A

RFP Application (Letter to the bank on the bidder’s letterhead)

The General Manager (Operations& Services)
Head Office.
Bank of Baroda
7th Floor, Baroda Bhavan
Alkapuri, RC Dutt Road,
Vadodara – 390007, Gujarat.

Dear Sir,

Re: Printing, personalization of welcome kit

- Bank’s RFP No: --- Dated.....

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of the equipment as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter	Response
Name of the Company and nature of business	
Holding company or Parent Company(if any)	
Company address	
Details of Ownership	
Name of the Parent Company	
Year of commencement of business	
Names of all the Directors	
Name of the key person with contact details	
Annual Turnover and Net Profit	
Financial Year 2019-20	
Financial Year 2020-21	
Financial Year 2021-22	
Location of Manufacturing facility	# Cities (list to be provided)
Location of printing press	
Names of the Bank, other companies for which similar work had been undertaken	

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We further confirm that the offer is in conformity with the terms a conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for Rs. 80,00,000/- favoring Bank of Baroda and payable at Vadodara, towards bid security, details of the same are as under:

- | | |
|--------------------------|------------------|
| 1. No: | 2. Issuing Date: |
| 2. Name of Issuing Bank: | 4. Expiry Date: |

Yours faithfully,

(Name & Designation, seal of the firm/Company)

Annexure-B – Compliance of eligibility criteria

We confirm having complied with all the prescribed eligibility criteria as under:

Eligibility Criteria	Compliance (Yes/No)	Details of proof submitted Detailed /specific document to be submitted
Must be an IBA approved Security Form Printer.		Certificate given by IBA should be valid and required to be submitted
Must have experience of printing of both Personalized Cheque Books and Debit cards printing for -3- years and have never been black listed by any bank		Certificate/Copy of order given by respective Banks. Client certificates shall clearly state the volume of PCB & Debit card handled along with amount
The bidder should have minimum average turnover of Rs.50.00 crores in the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22 from the business of printing of PCB, Debit cards and Welcome Kits from Indian operations.		The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted. (For FY 2021-22 may consider CA certified provisional Balance Sheet)
The bidder should be profit making institution for last 3 financial years (i.e.2019-20, 2020-21 and 2021-22) (For F Y 2021-22 may consider CA certified provisional Balance Sheet)		A copy of audited balance sheets and profit & loss for the financial years 2019-20, 2020-21 and 2021-22 must be submitted with the RFP. (For F Y 2021-22 may consider CA certified provisional Balance Sheet)
Bidder should have minimum tangible Net worth of Rs.5.00 crores		CA certificate to be submitted
The bidder should be capable of Personalizing, printing both Personalised cheque books and Debit Cards		<ul style="list-style-type: none"> • Vendor should submit VISA, Rupay, MasterCard & NPCI network (all four) certification for EMV/Dual Interface card manufacturing. • Vendor should submit VISA, Rupay, MasterCard & NPCI network (all three) certification for EMV/Dual Interface card personalization. • Others certificates such as ISO, PCI/PA-DSS etc. • For DI Cards and NCMC functionality (offline Wallet) equipped NFC enabled/contactless cards, the bidders should submit necessary certification from NPCI and supply confirmation from respective Bank in India. (Mandatory) <p>Whenever such functionality is introduced by VISA and MasterCard the selected bidder should obtain necessary certification within three months. Failure to get the certification from</p>

		VISA/Master Card within the stipulated time may result in termination of SLA by the Bank. (Self-Certification)
The bidder having experience of Welcome Kit printing and supply to any Commercial Bank		Clear documentary proof relating to execution of the order is to be submitted with the RFP. Experience certificate to be Submitted from at least one Bank
The bidders should be capable of printing, supplying and personalizing minimum 25,000 Welcome Kits every day. (Average no of Welcome kit request received per day is 20000)		(Undertaking, self-declaration should be provided)
The bidder should have capacity to scale up production if required by Bank within a short period of time		(Undertaking, self-declaration should be provided)
The bidder or the Vendor should have supplied Welcome Kit in at least one Commercial Bank (except RRB/Co-operative Bank/ Nagrik/ Sahkari Bank) in India as on 31-03-2022.		(Certificates issued by clients shall be submitted)
The bidder should not have been black-listed/ barred / disqualified by any regulator/ statutory body or bank/ organization during last 3 years		Declaration to this effect to be submitted on Company's letter head.
The Bidder should be able to offer innovative / additional features in respect to Welcome Kit without any extra cost in price of Welcome Kit. (It can be in aspect of design, technology etc.)		Provide details in separate sheet of paper
Awarding of contract		Bank may split contract between L-1, L-2 & L-3 vendors in a ratio 50:30:20 or between L1 & L2 in the ratio 60:40, if L2 & L3 bidder matches L1 rate If no bidder matches the L1 rate then 100% work will be awarded to L1 bidder

We confirm having complied with all the prescribed eligibility criteria of the RFP

SIGNATURE

(Name & Designation, seal of the firm)

Note: Bidder must comply with all the above mentioned criteria. Non-compliance of any of the **critierion**/criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

Annexure C: Technical Specifications:

S. No.	Item	Specification
1.	Plastic Tamper Proof Envelope	Envelope - 50 / 55 Micron - Size: 5" x 9.5", Plastic Tamper Proof, 1 colour Printing
2.	Paper Envelope	Envelope - Size: 4.5" x 9.25", 4+0 Printing, 170 gsm Matt with Matt Lamination (window envelope)
3.	Booklet	Size: 3.50" x 8", 12 pages, 4+4 printing, 80 gsm Maplitho. Finishing: Centre Pinning
4.	Welcome Letter	A4 Size, 80 gsm Maplitho, 4+4 printing, Personalization on Front
5.	CTS Cheque Book (As per Bank's CTS cheque book specification) a) With Bank's MICR paper With printer's MICR paper	10/20 Leaf with Welcome Leaf and Record Slip
6.	Terms & Condition Booklet	3.66" x 8", 1+1, 28 page, centre pinning, 60 gsm Maplitho - B grade
7.	Code of Commitment Booklet	3.50" x 8", 1+1, 36 page, centre pinning, 70 gsm Maplitho
8.	Debit Card with Personalization	Base Card Printing- Front: 4 colour, Back: 4 colour (Without metallic/special color), Hologram, White Signature Panel & Black/Brown Hico Mag Stripe. Personalisation - (Mag Stripe Encoding, Indenting/DOD Number; CVV, Printing, WITHOUT Photo Print)
9.	Card Pouch	Size:9X6 cm close, 100 gsm Art paper – Matt or Gloss, Printing 4 colours on front, finishing Die cut + Gloss
9.	Acknowledgement receipt	3.5X8 printing 4+4 colour paper : 80 gsm Maplitho VDP personalization on front side

Debit card Specifications:

Card plastic supply:

The specifications of the EMV card plastic to be supplied are as under:

- Manufactured by a Visa, MasterCard, NPCI certified EMV card manufacturer as the case may be
- As per the design provided by the Bank and guidelines by respective card scheme
- Magnetic stripe: HICO 2750 Oersted and ISO standards for encoding & location of Track 1, 2 & 3, ISO/IEC 7813.
- White Plastic Standard: ISO/IEC 7810-ID1
- Signature panel: Tamper evident signature panel with security pattern of respective card Scheme with CVV/ CVC/CVD number printed as per card scheme requirements
- Laminated finish

vii. EMV Chip Specifications

Contact card:

1. Compliant to ISO/IEC 7816 Standards
2. Physical Card ID1 format
3. Card-PVC Material with 800 micron thickness
4. Microprocessor based IC Card 8 KB JAVA DDA on FLASH / EEPROM or higher colour: gold plated
5. Minimum 8 bit CPU
6. RAM 6 KB
7. Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES
8. Common Criteria (EAL): EMVCo and CC(EAL5+)
9. Memory secure encryption for RAM, ROM and EEPROM
10. Counter Measures against side channel attacks (SPA & DPA)
11. Write Endurance: 300000 cycles or more
12. Data Retention: more than 10 years
13. Unique ID for each chip
14. Operating System should be hard masked on ROM or Flash based
15. Operating system should be Java 2.2.x or higher
16. Platform should be Global Platform 2.1.x or higher version
17. EMV Authentications Method Supported – DDA/CDA
18. Support for EMV financial applications using Chip and PIN:
 - a. VISA VSDC 2.8.1 or above for Visa cards
 - b. M/Chip 4 Select 1.1 or above for MasterCard
 - c. RuPay DPAS v1.1
19. Milling and embedding the chip on the card as per Visa, MasterCard, NPCI guidelines as the case may be.

Contactless card:

1. ISO 14443/ IEC Standard compliant
2. Protocols supported: Contactless Type A, Type B
3. Chip security standards compliant
4. PKI /Digital Signature
5. Microprocessor based IC Card 16 KB JAVA or MULTOS DDA/CDA on FLASH / EEPROM or higher colour: gold plated
6. Minimum 16 bit CPU
7. RAM 6 KB
8. Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES
9. Common Criteria (EAL): EMVCo and CC(EAL5+)
10. Memory secure encryption for RAM, ROM and EEPROM
11. Counter Measures against side channel attacks (SPA & DPA)
12. Write Endurance: 300000 cycles or more
13. Data Retention: more than 10 years
14. Operating Distance: upto 100 mm
15. Frequency: 13.56 MHz
16. Random ID
17. Operating System should be hard masked on ROM or Flash based
18. Operating system should be Java
19. Platform should be Global Platform
20. EMV Authentications Method Supported – DDA/ CDA
21. Support for EMV financial applications using Chip and PIN: VISA VSDC 2.8.1 or above for Visa cards, M/Chip 4 Select 1.1 or above for MasterCard and Latest version for RuPay cards

22. Milling and embedding the chip on the card as per Visa, MasterCard, NPCI guidelines as the case may be
23. Multi-application loading capability.
24. Secure Channel Protocol
25. Support for NFC Readers
26. Capability to support multiple e-governance and transit applications/NCMC/qSPARC card, Debit cum Credit Card (combo card)/Photo Card.
27. ISA, MasterCard and RuPay contactless or equivalent other card scheme compliant
28. Contact Plates as per ISO 7816-2 standards

Card plastic personalization, administration of welcome kit and making ready for dispatch:

The card plastic personalization process to be followed is as under:

1. The card personalization should be done strictly as per Visa, MasterCard and NPCI guidelines for EMV chip cards including data preparation. Bank will provide data multiple times through SFTP. The personalized cards as per process detailed herein will have to be handed over to the courier/ India Post designated by the bank on next working day of receipt of data.
2. The encrypted card production file for the cards generated from the card management software will be sent by Bank through a secured FTP channel (to be provided by the selected bidders) to the selected bidders for personalization including data preparation.
3. Personalization of the card plastic includes Magnetic Stripe & EMV Chip encoding, Front indenting and Rear Indenting.

4. **Note-**

- Rejected cards should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 3 months. A daily report on the rejected cards should be made available to the Bank.
- Welcome Letter personalization-The selected bidders have to print the customer details (such as Account number (masked), Customer name, Customer full address, Branch name, contact no., batch details, AWB no. – in case of direct dispatch of cards to customers etc.) On the welcome letter, print the card number in the space provided in welcome letter and the full branch address on the top right hand side.
- Personalized Card to be pasted on the welcome letter.
- Stuffing of the Welcome Letter along with other welcome kit stationary items (i.e. Card pouch, terms and conditions booklet, leaflets, etc.) in the card envelope. In case of non- personalized (insta) cards, Bank will arrange delivery of PIN mailers individually stuffed in an envelope (after PIN printing) at the personalization bureau of the selected bidder/s. Selected Bidder/s will have to stuff these individual PIN mailers in individual card envelope after required matching.
- Currently Bank dispatches some category of cards directly to individual customer's communication address and some to the respective branch. Selected Bidder/s will have to setup their systems accordingly.
- Printing of list for details of cards branch-wise in case of branch dispatch.

Matching the number of kits with the list per branch and Insertion of card packets & list in respective branch packets.

- All the above mentioned activities associated with Personalization and Administration of cards have to be done in-house by the selected bidders and cannot be sub contracted. Please note that the payment to the designated courier/ India Posts for dispatch of cards to branches/ customer's communication address will be made by the Bank and should not be factored in the pricing.

Setup and implementation activities

- i. Test Key exchange and dispatch of white card plastic for testing: This activity should be completed within 5 working days from the date of providing all the requirements by Bank for Respective variants and card schemes.
- ii. Submission of Card plastic design for approval: The proof should be submitted within 2 working days to the Bank for approval. Submission to the card scheme should be completed within 2 working days from the date of receipt of design approval from the Bank. This activity has to start in parallel and immediately on receipt of the purchase order. In case of delays beyond 3 days, it should be communicated to the Bank immediately for necessary follow up with the scheme. Approved artwork in cdr or any other standard format to be provided to the Bank.
- iii. Supply of card plastic: The card plastic should be available for personalization within 4 weeks from the date of design approval from respective card scheme.
- iv. Production Key exchange: This activity should be completed within 2 weeks from the date of receipt of white plastic approval from the respective card scheme including bank dependencies.
- v. Approval for artwork and sample for welcome kit stationery items: Upon receipt of the design from the Bank, the selected bidder shall provide the proof for approval to the Bank within 3 working days. Changes to the proofs, if any suggested by the Bank be carried out immediately. The welcome kit should be available well in time before completion of the card plastic approval and delivery. The selected bidders should provide the finalized artwork in .cdr / .ai/ any other appropriate editable format to the Bank. Any changes in between should be carried out and stationery item be changed accordingly.
- vi. Welcome letter personalization, branch list, and branch address label printing: The Bank will provide the formats for these activities immediately with the work order. Selected bidders will have to customize all these activities as per requirements within 2 weeks from the date of work order.

Note: No separate charges will be payable by the Bank to the selected bidders for the key exchange activity, test cards/white plastics, card design approval process, dispatch of test card / white plastics / sample physical cards for approval or for any other activity as required by Visa/ Rupay/MasterCard /NPCI in the EMV chip card approval, welcome kit artwork preparation, changes to the design, etc. during the contract period.

Annexure D-1 Debit Card Personalized/Non-personalized (all three variants MasterCard, VISA, RUPAY)

S. No.	Item	Unit (A)Price	Quantity* (B) for 3 years	Total Cost C= AXB
1	Dual Interface RUPAY Chip Debit Card (Personalised / Non Personalise)		95,00,000	
2	Dual Interface VISA Chip Debit Card (Personalised / Non Personalize)		6,00,000	
3	Dual Interface MasterCard Chip Debit Card (Personalised / Non Personalize)		3,00,000	
	Total Cost	XXXXX	1,04,00,000	

Annexure D-2- Cheque book with printers paper

S. No.	Item	Unit (A)Price	Quantity (B) For 3 years	Total Cost C= AXB
1	With printer's MICR paper with Banks Dandy (10 leaves cheque book)		80,00,000	
2	With printer's MICR paper with Banks Dandy (20 leaves cheque book)		600000	
	Total Cost	XXXXX	86,00,000	

Annexure D-3- Cheque book with bank paper (Will not be the part of TCO)

S. No.	Item	Unit (A)Price	Quantity (B) For 3 years	Total Cost C= AXB
1	With Bank's MICR paper (10 leaves cheque book)		80,00,000	
2	With Bank's MICR paper (20 leaves cheque book)		6,00,000	
	Total Cost	XXXXX	86,00,000	

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Annexure D: Commercial Bid Template

Sr. No.	Item	Unit Price Per page (A)	Total Pages (B)	Quantity (C) For 3 years	Total Cost D= AXBXC
1	Plastic Tamper Proof Envelope		XXX	1,20,00,000	
2	Paper Envelope		XXX	1,20,00,000	
3	Booklet		12	1,20,00,000	
4	Welcome Letter		1 (both sides)	1,20,00,000	
5	Terms & Condition Booklet		28	1,20,00,000	
6	Code of Commitment Booklet		36	1,20,00,000	
7	Debit Card Printing and Personalization (Total cost as per Annexure D-1)	XXXX	XXX	XXXX	
8	Cheque Book (Total cost as per Annexure D-2)	XXXX	XXX	XXXX	
9	Card pouch		XXX	1,20,00,000	
10	Acknowledgement receipt		XXX	1,20,00,000	
11	Total Cost of Welcome Kit				

(Total amount in words Rs. _____)

TOTAL COST OF OWNERSHIP (TCO):

This will be the total cost of ownership (TCO). Rate quoted should be up to 2 decimal & excluding GST

- Change of Quantities:** The quantity and number of pages specified in the commercial template are solely for computing TCO and **based on the current consumptions and not a commitment by the Bank**. However, the actual requirement of each item may be more or less due to any reasons and Bank may not procure any item(s) / service(s). The Bank has right to change the quantities for items specified herein, in the event of changes in Bank’s plans / policies / regulatory guidelines, vendor performance etc.
- Bank will pay the charges only where the activities are availed.
- TCO shall encompass but not be limited to the following:
 - Stamp duty and other cost incurred on execution of Agreement with Vendor, as advised by Bank’s Legal Department.
 - Cost of implementation of changes suggested by Bank’s Auditor / Regulatory agency in the Debit Card, CTS cheque book or process.
 - Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder.

Note:

1. The Bidder must provide and quote for all weights as desired by the Bank as above. Any quote not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
2. The Bank at its own discretion may add/ remove the items mentioned in the above table.
3. The price quotes should be up to two decimal places only.
4. Cost of Services should be quoted excluding GST and taxes applicable if any. Taxes shall be paid on actual basis.

SIGNATURE

(Name & Designation)

(Seal of the company)

ANNEXURE-E
Template for "Technical Evaluation" (For Bank team)

Sr. No.	Description	Parameter	Marks
1	Financial Strength (Based on the average of last 3 years i.e. FY 2019- 20, 2020-21 & 2021-22) (20)	Tangible Net worth (in Rs.) (8)	
		≥ 5 to 10 crore	4
		≥ 10 to 25 crore	6
		≥ 25 crore	8
		Annual Turnover (in Rs.) (8)	
		≥ 50 crore to 75 crore	4
		≥ 75 crore to 100 crore	6
		≥ 100 crore	8
		Net Profit/ Loss (4)	
		Net profit in all the three years	2
Net Profit in all the three year with continuous increasing trend	4		
2	Experience of the service provider (50)	Experience for supply/personalization of Welcome Kit (15)	
		3 years to 5 years	10
		> 5 years	15
		Number of Public sector/Private Banks managed by the vendor (15)	
		= 1	8
		= 2	10
		= 3 and more	15
		Stuffing of PCB, Debit Cards & collaterals (10)	
		Outsourced	0
		In house team (not on payroll) Declaration shall be submitted	5
		In house team (on payroll) Declaration shall be submitted	10
		Security environment at factory location for card personalization (10)	
		Only Physical security	3
		Physical security + Double door security	5
Security which include CCTV cameras, Double door & Physical security	10		

3	Manufacturing, capacity, back up Plans etc. (25)	Disaster Recovery(BCP) (10)	
		Single personalization bureau	4
		More than one bureau in same city of the state	7
		More than one bureau in different city or state	10
		Welcome Kit Personalization capacity per day (10)	
		≥ 25000 to 30000	7
		≥ 30000	10
		Feedback received from the customer of the bidder (5)	
		Adverse/average feedback	0
		satisfactory feedback	3
		Good/Very Good/Excellent Feedback	5
4	Additional/Innovative (5)	Vendor is offering in respect to Welcome Kit without any extra cost in price of Welcome Kit. (It can be in aspect of design, technology etc.) (5)	
		No	0
		Yes	5
Evaluation team may request for additional information/clarification from the bidders, carry out site visits and make reference calls to existing clients for a complete and fair assessment of bidder capability to supply the Welcome Kit.			

Annexure- F-Compliance Certificate

(On letterhead)

The General Manager (Operations & Services)
Head Office.
Bank of Baroda
7th Floor, Baroda Bhavan
Alkapuri, RC Dutt Road,
Vadodara – 390007, Gujarat.

Dear Sir,

Ref: Printing, personalization of welcome kit - Bank RFP No: ---
Dated.....

1. Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to **Printing, personalization of welcome kit** at Bank of Baroda in full conformity with the said tender document and in accordance with our proposal. The schedule of prices/charges associated terms are and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time frame. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
3. This bid together with notification of award and your written acceptance thereof shall constitute a binding contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
5. We agree that Bank of Baroda is not bound to accept the lowest or any bid that it may receive.
6. We have never been barred/black-listed by any regulatory /statutory authority in India.

SIGNATURE

(Name & Designation)

(Seal of the firm)

Annexure - (G)

Compliance to RFP terms & conditions

S. no	Description of major items as detailed earlier in the RFP	Compliance (Yes/No)	Remarks if any shortfall/condition
1.	Eligibility Criteria		
2.	Scope of work		
3.	Terms of execution of work		
4.	Bid cost included		
5.	Bid security included		
6.	Technical specification/details provided		
7.	Duly filled commercial template		
8.	Erasures or alterations, if any, in the proposal submitted		
9.	Offer validity period as per requirement		
10.	Right to alter quantity terms acceptable		
11.	Price freezing terms acceptable		
12.	Payment terms, Support Services & miscellaneous Terms / Requirements acceptable		
13.	Penalty terms acceptable		
14.	Order cancellation terms acceptable		
15.	Manuals & documentation to be provided as specified		
16.	Pre-delivery factory inspection terms acceptable		
17.	Repeat order terms acceptable		
18.	Dispute Resolution terms acceptable.		
19.	All other terms and conditions specified in the RFP are acceptable.		

SIGNATURE

(Name & Designation, seal of the firm)

Annexure - (H)

Reference Details

(Details of two Banks preferably large PSU/Pvt. Banks, where the Welcome Kit is supplied)

	Reference 1	Reference 2
Name of the Bank		
Address of the Bank		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Quantity ordered		
Quantity supplied till date		

Note: Unsatisfactory reference and/or adverse feedback from the reference bank/Market may result in disqualification of the bidder at the sole discretion of the bank.

SIGNATURE

(Name & Designation, seal of the firm)



RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

ANNEXURE I: FORMAT OF BANK GUARANTEE FOR BID SECURITY & SECURITY DEPOSIT

I-1 : FORMAT FOR EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE

To,
The General Manager (Operations & Services)
Bank of Baroda
Stationery & Security Forms Section
Operations and Services Department
Head Office, Baroda Bhawan, 7th Floor,
R C Dutt Road, Alkapuri,
Baroda - 390 007.

Dear Sir,

EMD BANK GUARANTEE FOR EMPANELMENT OF INTEGRATED LOGISTICS MANAGEMENT SERVICE PROVIDER FOR MANAGING SECURED SHIPMENT LOGISTICS WITH END TO END TRACKING THROUGH WEB BASED PORTAL ON PAN INDIA BASIS

1. **WHEREAS** Bank of Baroda (BOB), having its Head Office situated at Alkapuri, Vadodara, Registered Office at Mandvi Vadodara and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, and various offices and branch spread over India has invited Request for Proposal (RFP) for the implementation of end to end Stationery Management Project in Bank of Baroda and such services as are set out in the Bank of Baroda, Request for Proposal No _____.
2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)** as Earnest Money Deposit.
3. M/s. _____, (hereinafter called as Bidder), who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**
4. NOW THIS GUARANTEE WITNESSESTH THAT

We _____ (Bank) do hereby agree with and undertake to the Bank of Baroda, their Successors, assigns that in the event of the BOB coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the BOB, pay without demur to the BOB, a sum of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)** or any lower amount that may be demanded by Bank of Baroda. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of

RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

the vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**

We also agree to undertake and confirm that the sum not exceeding **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)** as aforesaid shall be paid by us without any demur or protest, merely on demand from the BOB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the BOB shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the BOB within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the BOB under this guarantee shall be independent of the agreement or agreements or other understandings between the BOB and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the BOB.

5. We hereby further agree that-

- a.) Any forbearance or commission on the part of the BOB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the BOB to the vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**
- b.) Our liability under these presents shall not exceed the sum of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**
- c.) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d.) This Guarantee shall remain in force up to 180 days provided that if so desired by BOB, this Guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e.) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by BOB alone is the conclusive proof.
- f.) Unless a claim or suit or action is filed against us within six months from the date or any extended period, all the rights of BOB against us under this Guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of
Signature and Seal of Authorized Official

I – 2 : FORMAT FOR PERFORMANCE BANK GUARANTEE

(TO BE STAMPED AS AN AGREEMENT)

To
The General Manager (Operations & Services)
Bank of Baroda
Stationery & Security Forms Section
Operations and Services Department
Head Office
Baroda Bhawan, 7th Floor,
R C Dutt Road, Alkapuri,
Vadodara - 390 007.

(Hereinafter referred to as "BOB / you")

Whereas consequent to your Request For Proposal (RFP) No **HO: STN: SF: 114:.** dated you have issued a Letter No. Work Order/Contract No. _____ dated _____ to M/s _____, having its corporate office at _____ (hereinafter referred to as "the Contractor") for **Empanelment of vendor for printing & personalization of Welcome Kits** for -3- years.

Whereas as per the terms of the said RFP/Work Order/contract the successful vendor has to submit a Bank Guarantee from any scheduled commercial bank, other than BANK of BARODA in favour of you.

Accordingly THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at this day of 2022 by (name of the Bank)..... having its Head Office at Alkapuri Vadodara, registered at Mandvi, Vadodara and its corporate office at Mumbai and its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** Bank of Baroda, a Body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at Alkapuri, Registered Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, hereinafter referred to as the '**Bank**' which expression shall unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

Whereas Bank of Baroda, having its Head Office at Alkapuri, Registered Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051(hereinafter called the 'Bank') has invited Request For Proposal (RFP)



RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

Bid for **Empanelment of vendor for printing & personalization of Welcome Kits** and the successful bidder has to furnish a Performance Bank Guarantee for a sum of Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX as a Performance Bank Guarantee.

M/s. _____, our constituent, has requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the Bank of Baroda, their Successors, Assigns that in the event of the Bank of Baroda coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the Bank of Baroda, pay without demur to the Bank of Baroda, a sum of Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX) or any lower amount that may be demanded by the Bank of Baroda. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX

2. We also agree to undertake to and confirm that the sum not exceeding Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Bank of Baroda on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Bank of Baroda shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank of Baroda within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Bank of Baroda under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Bank of Baroda and the vendor. This guarantee shall not be revoked by us without prior consent in writing of the Bank of Baroda. We hereby further agree that
 - Any forbearance or omission on the part of the Bank of Baroda in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of Baroda to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

• Our liability under these presents shall not exceed the sum of

Rs. XXXXXXXXXXXXXXXXXXXXXXXXXXXX)

- Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

- This guarantee shall remain in force up to (30 months from date of finalization of Contract) provided that if so desired by the Bank of Baroda, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

- Our liability under these presents / guarantee shall remain in force till _____ unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Bank of Baroda alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Bank of Baroda against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

- The liability of the Guarantor under this Performance Bank Guarantee shall not be affected by –
 - Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or

 - Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor

 - Any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or

 - Any change in the constitution/structure or management of the Bank or any dispute between the Bidder and the Bank.

- This guarantee shall be governed by Indian Laws and the Courts at Vadodara, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee. Notwithstanding anything contained herein :
 - Our liability under this Bank Guarantee shall not exceed Rs. XXXXXXXXXXXXXXXXXXXXXXXX)



RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

- This Bank Guarantee shall be valid up to (48 months from date of finalization of Contract)

- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of Bank _____
Authorized official

Annexure-J: PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head Office at Alkapuri Vadodara, registered at Mandvi, Vadodara and its corporate office at Baroda Corporate Centre, C-26, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or

alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be **DISCLOSED** by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 &/Or corroborating provisions of Companies Act 2013 applicable as the case may be.

13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit/ Bid Security)

1. While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - i. Bank Draft or Pay Order in favor of "Bank of Baroda"
 - ii. A confirmed guarantee by reputed Scheduled Commercial Bank **other than Bank of Baroda**, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
2. The Earnest Money Deposit should be valid for 180 days and Security Deposit shall be valid up to a period of 30 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
3. In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Work Contract that the provisions of Sanctions for

Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - e. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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- g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

1. The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal (email id: dayalagra@gmail.com)
2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Vadodara.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1.

1.

2.

2.



RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

ANNEXURE-K : NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

(On the Letterhead of the bidder)

Strictly Private and Confidential

**The General Manager
Bank of Baroda,
Stationery & Security Forms Section
Operations & Services Department, HO
7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara,
Gujarat – 390007
Date :-**

Dear Sir,

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Selection of Vendor for Empanelment of “Printing & Personalization of Welcome Kit”** we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.

Bank of Baroda, Stationery & Security Forms Dept. HO, Vadodara – 390007 “confidential”

RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of consultant;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisors for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.



RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Vadodara courts.

INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.
2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms

Annexure L

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
The General Manager
Bank of Baroda
Stationery & Security Forms Section,
Operations & Services Department, HO
7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara,
Gujarat – 390007

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013/Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:
Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I



RFP FOR PRINTING & PERSONALISATION OF WELCOME KITS

hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.
Dated this.....by2022.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.